

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re: U.S. Patent Application of)	
KENNETH C. CRATER, et al.)	Examiner: VU, Viet Duy
)	
Application No. 09/436,368)	Conf. No.: 6513
)	
Filed: November 8, 1999)	Art Unit: 2154
)	
For: DISTRIBUTED INTERFACE)	Attorney Docket No.: CTC-2 (402P337)
ARCHITECTURE FOR)	
PROGRAMMABLE INDUSTRIAL)	
CONTROL SYSTEMS)	

Mail Stop Amendment
Commissioner For Patents
P.O. Box 1450
Alexandria, VA 22313-1450

TERMINAL DISCLAIMER

Dear Sir:

I, Richard C. Himelhoch, represent that I am an attorney of record for this Application. The present owner of the entire interest in this Application is Schneider Automation Inc. (hereinafter referred to as "Disclaimant").

In response to the Office Action dated February 10, 2005, Disclaimant hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant Application, which would extend beyond the expiration date of the full statutory term, as defined in 35 U.S.C. §§ 154 to 156, of U.S. Patent Nos. 5,982,362 and 5,805,442. Evidence of Disclaimant's ownership of these patents is attached hereto. The Disclaimant hereby agrees that any patent so granted on the instant Application shall be enforceable only for and during such period that it and the prior patents are commonly owned. This agreement runs with any patent granted on the instant Application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, the Disclaimant does not disclaim the terminal part of any patent granted on the instant Application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 of the prior patents, in the event that any of

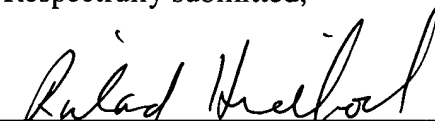
such prior patents later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term.

A check in the amount of the statutory fee of \$130.00 as set forth in 37 C.F.R. § 1.20(d) is enclosed. The Commissioner is hereby authorized to charge any deficiency or credit any overpayment of fees associated with this communication to Deposit Account No. 23-0280.

Respectfully submitted,

Dated: June 7, 2005

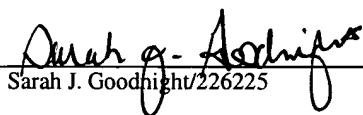
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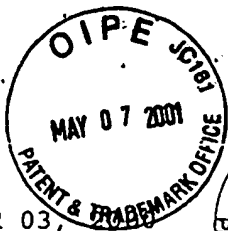
Richard C. Himelhoch, Reg. No. 35,544
Wallenstein Wagner & Rockey, Ltd.
311 South Wacker Drive, 53rd Floor
Chicago, Illinois 60606-6630
312.554.3300

CERTIFICATE OF MAILING (37 C.F.R. § 1.8a)

I hereby certify that this correspondence is, on the date shown below, being deposited with the United States Postal Service, with first class postage prepaid, in an envelope addressed to: Mail Stop Amendment, Commissioner For Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on June 7, 2005.

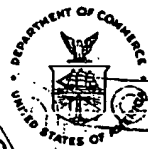
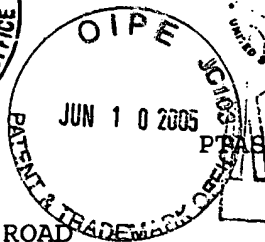


Sarah J. Goodnight/226225



OCTOBER 03, 2000

SQUARE D COMPANY
MICHAEL J. FEMAL
1415 SOUTH ROSELLE ROAD
PALATINE, IL 60067



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
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Washington, D.C. 20231

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203-61-00

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MAY 25 2001

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

Technology Center 2600

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 07/18/2000

REEL/FRAME: 010996/0283
NUMBER OF PAGES: 9

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

CONTROL TECHNOLOGY CORPORATION

DOC DATE: 07/14/2000

ASSIGNEE:

SCHNEIDER AUTOMATION INC.
ONE HIGH STREET
NORTH ANDOVER, MASSACHUSETTS 01845

SERIAL NUMBER: 09436368
PATENT NUMBER:

FILING DATE: 11/08/1999
ISSUE DATE:

SERIAL NUMBER: 08851644
PATENT NUMBER: 5982362

FILING DATE: 05/06/1997
ISSUE DATE: 11/09/1999

SERIAL NUMBER: 09112583
PATENT NUMBER: 5975737

FILING DATE: 07/09/1998
ISSUE DATE: 11/02/1999

SERIAL NUMBER: 08655469
PATENT NUMBER: 5805442

FILING DATE: 05/30/1996
ISSUE DATE: 09/08/1998

• 010996/0283 PAGE 2

ANTIONE ROYALL, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

08-19-2000

VT OF COMMERCE
and Trademark Office

PATENTS



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*Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original or copy thereof.

1. Name of conveying party(ies):

Control Technology Corporation

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: July 14, 2000

2. Name and address of receiving party(ies)

Name: Schneider Automation Inc.

Internal Address: One High Street

North Andover, MA 01845

Street Address: same

City: State: Zip:

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

09/436,368

Filed: 11/8/99

B. Patent No.(s)

5,982,362 Issued: 11/9/99 -

5,975,737 Issued: 11/2/99

5,805,442 Issued: 9/8/98

Additional numbers attached? ☐ Yes ☒ NoRECEIVED
MAY 25 2001
Technology Center 26005. Name and address of party to whom
correspondence concerning documents should
be mailed:

Name: Michael J. Femal

Internal Address: Square D Company

1415 South Roselle Road

Palatine, IL 60067

Street Address: same

City: State: Zip:

6. Total number of applications and patents
Involved:

4

7. Total fee (37 CFR 3.41) \$ 160.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

19-3875(CTC)

(Attach duplicate copy of this page if paying by deposit account)

08/17/2000 DNGUYEN 00000355 193875 09436368

01 FC:581

160.00 CH

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael J. Femal

Name of Person Signing

Signature

7/18/00

Date

Total number of pages including cover sheet, attachments, and document:

12

ASSIGNMENT

Whereas Control Technology Corporation ("Assignor"), whose principal place of business is 25 South Street, Hopkinton, Massachusetts 01748, is the owner by assignment of certain inventions or discoveries (or both) set forth in Letters Patent of the United States No. 5,982,362 and entitled VIDEO INTERFACE ARCHITECTURE FOR PROGRAMMABLE INDUSTRIAL CONTROL SYSTEMS, which issued on November 9, 1999; and

Whereas Schneider Automation Inc. ("Assignee"), whose address is One High Street, North Andover, Massachusetts 01845, is desirous of acquiring the title, rights, benefits and privileges hereinafter recited;

Now, Therefore, for valuable consideration furnished by Assignee to Assignor, receipt and sufficiency of which is hereby acknowledged, Assignor hereby, without reservation:

1. Assigns, transfers and conveys to Assignee the entire right, title and interest in and to said inventions and discoveries, said Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of said Letters Patent or based thereupon, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, and said Letters Patent, including any and all claims, demands or causes of actions of any nature whatsoever, at law or in equity, whether or not known, arising prior to the effective date hereof, that relate in any way to the claims that were or could have been brought pursuant to the subject matter hereof as well as any copyright action based upon any software related to this intellectual property;
2. Authorizes Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in the Assignor's name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to transfer all said Letters Patent and applications therefor to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;
4. Warrants that it has not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that it has good right to assign the same Assignee without encumbrance;
5. Binds its successors and assigns, as well as itself, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to Assignor or them, all acts reasonably serving to assure that the said inventions and discoveries, the said Letters Patent

shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor, its successors and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to Assignor relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in Assignor's control or in the control of its successors or assigns which may be useful for establishing the facts of all conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which this Assignment has been executed as an instrument under seal on the date indicated below.

CONTROL TECHNOLOGY CORPORATION

7/14/00
Date

By: [Signature]
Title: PRESIDENT

Commonwealth of Massachusetts)
County of Suffolk)ss.

On this 14th day of July, 2000, before me appeared Kenneth Crater, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Susan M. Towler
Notary Public

[seal]

ASSIGNMENT

Whereas Control Technology Corporation ("Assignor"), whose principal place of business is 25 South Street, Hopkinton, Massachusetts 01748, is the owner by assignment of certain inventions or discoveries (or both) set forth in Letters Patent of the United States No. 5,805,442 and entitled DISTRIBUTED INTERFACE ARCHITECTURE FOR PROGRAMMABLE INDUSTRIAL CONTROL SYSTEMS, which issued on September 8, 1998; and

Whereas Schneider Automation Inc. ("Assignee"), whose address is One High Street, North Andover, Massachusetts 01845, is desirous of acquiring the title, rights, benefits and privileges hereinafter recited;

Now, Therefore, for valuable consideration furnished by Assignee to Assignor, receipt and sufficiency of which is hereby acknowledged, Assignor hereby, without reservation:

1. Assigns, transfers and conveys to Assignee the entire right, title and interest in and to said inventions and discoveries, said Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of said Letters Patent or based thereupon, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, and said Letters Patent, including any and all claims, demands or causes of actions of any nature whatsoever, at law or in equity, whether or not known, arising prior to the effective date hereof, that relate in any way to the claims that were or could have been brought pursuant to the subject matter hereof as well as any copyright action based upon any software related to this intellectual property;
2. Authorizes Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in the Assignor's name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to transfer all said Letters Patent and applications therefor to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;
4. Warrants that it has not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that it has good right to assign the same Assignee without encumbrance;
5. Binds its successors and assigns, as well as itself, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to Assignor or them, all acts

reasonably serving to assure that the said inventions and discoveries, the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor, its successors and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to Assignor relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in Assignor's control or in the control of its successors or assigns which may be useful for establishing the facts of all conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which this Assignment has been executed as an instrument under seal on the date indicated below.

CONTROL TECHNOLOGY CORPORATION

7/14/00
Date

By: [Signature]
Title: PRESIDENT

Commonwealth of Massachusetts)
County of Suffolk)ss.

On this 14th day of July, 2000, before me appeared Kenneth Carter, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Susan M. Tomlinson
Notary Public

[seal]